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CIRCUIT COURT OF  
AUTAUGA COUNTY, ALABAMA  
DEBRA HILL, CLERK

IN THE CIRCUIT COURT OF AUTAUGA COUNTY, ALABAMA

LOIS RHODES, as the Personal )  
Representative of the Estate )  
Of BILLY JOE RHODES, )

Plaintiff, )  
v. )

CIVIL ACTION NO.

ALLSTATE INSURANCE COMPANY, )  
INC., a corporation, Defendant "A," that )  
Insurance company that wrote an )  
"Accidental Death Policy" that was )  
In force and Effect on or about )  
April 29, 2014, in Prattville, )  
Autauga County, Alabama; )  
Defendant "B", that person, firm )  
Or corporation that caused, permitted, )  
Or allowed the contract of insurance )  
With reference to "Accidental Death" )  
On the life of Billy Joe Rhodes to be )  
Breached on the occasion complained of )  
Herein, whose true names are otherwise )  
Unknown and will be supplied by )  
Amendment with ascertained. )

Defendants. )

COMPLAINT

GENERAL ALLEGATIONS

1. The Plaintiff, Lois Rhodes, is a citizen of Autauga County, Alabama, and, as stated above, brings this action as the Personal Representative of the Estate of her deceased husband, Billy Joe Rhodes.

2. The Defendant, Allstate Insurance Company, is an insurance company that issued a contract of "Accidental Death" insurance on the life of the Plaintiff's deceased husband and was doing business in the State of Alabama, Autauga County, on the occasion complained of.

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3. The Plaintiff, Lois Rhodes, is bringing this action for that heretofore on, to-wit, April 30, 2014, at the Prattville Health and Rehabilitation Nursing Home in Prattville, Autauga County, Alabama, the Plaintiff's husband met his death as a result of an "accident" at said nursing facility.

4. On said occasion, the Plaintiff's husband, having been sent there for rehabilitation purposes, was a resident of said nursing home and in his nursing home bed, apparently fell out of the bed in an "accident." The personnel of said nursing home found the Plaintiff's husband in an un-responsive condition kneeling in a position facing the head of the bed with a C-Pap and body fluids on the floor beneath said bed, with his left arm tangled in the bed rail, with multiple skin tears on the left arm. In addition thereto, his right leg was turned outward was re-positioned wherein, and whereby, the staff started trying to resuscitate the said deceased husband with CPR, to no avail.

5. Subsequent thereto, the death certificate issued by the treating physicians indicated that the Plaintiff's husband suffered a "myocardial infarction." The Plaintiff avers that said myocardial infarction was as a direct result of the "accident" in the fall from the bed which precipitated the trauma to his system associated with, or causing, the myocardial infarction, hence this claim for breach of contract against the named and fictitious defendants.

6. The Plaintiff further shows unto this Honorable Court that the policy/certificate number of the Allstate Life Insurance Company policy, that was in force and effect, was 0596328489619, and the defendants have failed or refused to honor the Plaintiff's claim with reference thereto, hence this claim.

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**COUNT ONE**

**(Breach of Contract)**

1. Plaintiff hereby adopts by reference and incorporates herein all of the material averments set forth above as though fully set out herein.

2. Plaintiff further avers that the Defendant has willfully failed or refused to honor the Plaintiff's claim for breach of contract concerning insurance benefits as a result of a "accidental death" inasmuch as ordinary plain common sense establishes that the accident in falling out of the bed precipitated the myocardial infarction which resulted in the death of the Plaintiff's testate, hence this claim.

**COUNT TWO**

**(Plaintiff's Claim for Bad Faith Refusal to Pay)**

1. Plaintiff further adopts by reference and incorporates herein all averments set forth above as though fully set out herein.

2. Plaintiff further claims punitive damages of this Defendant inasmuch as they were notified of the Plaintiff's claim during the year of 2014 and has refused, either through red tape or otherwise, to honor said claim.

WHEREFORE, Plaintiff claims of the named and fictitious Defendants, both compensatory and punitive damages for breach of contract and bad faith refusal to pay pursuant to the laws of the State of Alabama. Said sum of money claimed is in excess of the jurisdictional requirements of this Honorable Court, but should be adequate to reimburse the Plaintiff herein for the losses sustained as well as punish the defendants for their willful refusal to pay, hence this claim.

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This the 17th day of December, 2018.

/s/ William W. Smith  
William W. Smith (SMI021)  
Attorney for Plaintiff

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PLEASE SERVE DEFENDANT BY CERTIFIED MAIL AS FOLLOWS:

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